



# AGREEMENT

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT, made this 16<sup>th</sup> day of DECEMBER, 2003, by and between the BOARD OF COMMISSIONERS OF MONTGOMERY COUNTY (herein after referred to as the "Commissioners"), party of the first part; and the MONTGOMERY COUNTY DETECTIVE BUREAU (herein after referred to as "Detectives"), party of the second part.

## WITNESSETH:

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, to covenant, warrant and agree as follows:

1. **Term:** The term of this Agreement shall commence on **January 1, 2004** and Terminate at midnight on **December 31, 2006**, for a period/term of three (3) years.
2. **Bargaining Unit.** The bargaining unit shall consist of all County Detectives, excluding thereout and therefrom the Chief of County Detectives, the Deputy Chief of County Detectives, and the Lieutenants of County Detectives.
  - A. Commissioners will recognize the duly elected representatives of the Montgomery County Detective Bureau pursuant to the provisions of Act III and the Commissioners will not discriminate against any of the representatives of the Detective Bureau by reason of the representative capacity during the term of this Agreement.
  - B. The Chief of County Detectives and other supervisory officers shall receive not less than the same percentage increase including fringe benefits, overtime and festive holiday pay as received by the highest ranking officer within the Bargaining Unit.
3. **Categories of Starting Detectives.** Throughout the term of this Agreement, there shall be four (4) levels of compensation for the starting detectives depending on completion of years of employment. Each Detective shall increase in salary and shall achieve full salary after completion of three (3) years. For the purposes of this Agreement, "starting detective" refers to a detective who has been newly hired or has not yet completed the fourth (4<sup>th</sup>) year of service.

4. **Base Salary of Starting Detectives.** Salaries for the year ending December 31, 2003 for Detectives is as follows:

Starting Detective:	\$54,578.00
After First Year	\$58,137.00
After Second Year	\$64,244.00
After Third Year	\$72,023.00

(This does not take into consideration longevity payments paid to eligible Detectives in 1994)

5. **Salary Increase:** County agrees to the following annual salary increases, taking into account the aforementioned agreed upon salary structure including a longevity payment paid to eligible detectives in 1994:

Each Montgomery County Detective shall receive an annual pay increase determined by using one (1) of the following three (3) alternative methods, whichever produces the greater increase:

- (a) No less than three and one half per cent (3.5%) annually:
- (b) The percentage determined by dividing the total sum allocated by the Commissioners to fund the WMS System by the total payroll for all County personnel in any given year.
- (c) The percentage that may be similarly calculated in the event WMS System is abandoned and a new system is adopted by the Commissioners.

6. **Detective Grades.** In addition to the aforementioned salary structures specified in paragraphs 3, 4, and 5, Detectives shall be classified in the following grading system, and in recognition of the gradation of functions performed by detectives. Detectives shall be classified in a manner agreed upon by the elected representatives of the County Detective Bargaining Unit and the Commissioners.

Detectives will be eligible for these classifications after completion of at least four (4) years of service to the County. Detectives will receive an annual payment, in addition to their base salary, dependent upon their classification. Payment will be issued in a separate check annually upon the detective's anniversary date of employment with the County.

**"Detective 4<sup>th</sup> Grade":** \$350.00 starting on the anniversary date of the fifth (5<sup>th</sup>) year of service. This payment will continue yearly and will increase when the Detective enters his/her tenth (10<sup>th</sup>) year of service.

**"Detective 3<sup>rd</sup> Grade":** \$700.00 starting on the anniversary date of the tenth (10<sup>th</sup>) year of service. This payment will continue yearly and will increase when the Detective enters his/her fifteenth (15<sup>th</sup>) year of service

**"Detective 2<sup>nd</sup> Grade":** \$1050.00 starting on the anniversary date of the fifteenth (15<sup>th</sup>) year of service. This payment will continue yearly and will increase when the Detective enters his/her twentieth (20<sup>th</sup>) year of service.

**"Detective 1<sup>st</sup> Grade":** \$1400.00 starting on the anniversary date of the twentieth (20) year of service. This payment will continue yearly.

- (a) In the event layoffs become necessary, then the order of layoffs will be that the last person hired will be the first person laid off and so on and so on. This will be done by the County date of hire for members of the Bargaining Unit. In the event that openings should occur, those persons laid off shall be offered their original positions in the order that they were laid off.
- (b) No County Detective who is a member of this Bargaining Unit and employed by the County of Montgomery and covered under this Agreement shall be laid off and/or terminated without just cause.

7. **Automobiles.** During the term of this Agreement, the County shall provide automobiles to each Detective within the bargaining unit. Each vehicle shall be garaged at the Detective's home and gasoline, maintenance, insurance and repair of said vehicle, whether leased by the County or purchased/owned by the County, shall be the responsibility of the County during the period of this Agreement.

- (a) In the event that a County Detective does not have use of his/her vehicle due to repair, accident, breakdown, or other reason, the County will supply a vehicle to the Detective from the fleet.
- (b) In the event that a fleet vehicle is not available for those Detectives who, by reason of vehicle maintenance, breakdown, or accident, and who do not have a County vehicle available to them, then the County shall reimburse the Detective for mileage, at the current rate County employees are compensated, for the use of their private vehicles.



8. **Work Week/Hours/Work Schedule.** The basic work week, hours, and work schedule during the term of this Agreement shall be as follows:

**A. Work Week.** The basic work week for the duration of this Agreement shall be forty (40) hours per week. The normal work day for a Detective covered by this agreement shall be eight (8) hours per day. There will be an unpaid thirty (30) minute lunch. The work year will be based upon an hourly rate of 2080 hours per year worked, unless there are 261 days of work in the year, which would then be calculated at 2088 hours per year. The biweekly salary shall be calculated by using the hourly rate.

**1. Work Schedule.** Detective's normal work day shall be eight (8) hours as assigned, Monday through Friday, (with the exception of individuals assigned to the NET Team who shall work 12:00 P.M. to 8:30 P.M.), and any hours worked in excess of the forty (40) hours per week will be paid at the rate of time and one half the Detective's hourly rate and treated as overtime. It is understood that scheduling is subject to flexibility at the Chief's or his/her designee's discretion. However, Detective's shifts will not be routinely changed to avoid the payment of overtime.

(a) The start of the work day will be flexible in that the starting time for Detectives will begin, pending approval by the Chief or his/her designee at either, 7:00 am, 7:30 am, 8:00 am, 8:30 am, or 9:00 am, and then work the requisite hours. Once the start time is chosen, it cannot be changed without authorization of the Chief or his/her designee. It is also understood that scheduling is subject to flexibility at the Chief's or his/her designees discretion.

**B. On-Call Time.** Once every sixth (6<sup>th</sup>) week, each member of the Detective Bureau shall be obliged to serve one (1) week (seven consecutive days) on call.

**C. On-Call Compensation.** Each detective will be compensated eight (8) hours of compensatory time for each week he/she serves on-call.

**D. Accumulation of Compensatory Time:** All Detectives covered under this agreement can accumulate and carry over year to year up to "480" hours of compensatory time.

**E. Compensatory Time.** Compensatory hours earned, except in "C" above, are earned at time and one half of the total overtime hours worked.

- F. Acting in Rank.** Any Detective acting in the rank of a Lieutenant, Deputy Chief or Chief, shall be compensated at the rate of the higher rank for each day he/she so acts beginning after the fifteenth (15<sup>th</sup>) day he/she acts.
- G. Investigators.** At no time will an investigator be used in place of a detective for any assignment that is out of the job description of said investigator. (Example: The service of an arrest warrant) An Investigator can be used for assisting at scenes, and any other activity that acts in support of the District Attorney's Office and/or the District Attorney's Detective Division.
9. **Overtime.** All hours worked in excess of forty (40) hours in any given week shall be paid on the basis of time and one half the Detectives hourly rate, said calculation being determined by taking the individuals annual base pay and dividing it by two thousand eighty (2,080) hours and multiplying that hourly rate times 1.5. If the work year consists of 261 days, the calculation will be based on 2,088 hours.
10. **Call Out/Standby.** Members of the Detective Bureau shall receive a minimum of four (4) hours pay at the appropriate premium pay, in the event they are actually called to active duty. Detectives who are placed on standby status are to be paid a minimum of two (2) hours of premium pay for being placed in such status, unless otherwise working normal working hours assigned.
11. **Compensatory Time.** Nothing herein contained shall prevent a Detective from electing to take overtime as Compensatory Time off from duty, calculated at the same rate of time and one half for each hour of overtime. The option of taking Compensatory Time instead of overtime compensation being solely that of the Detective, so long as the elective shall not violate any provision of the Fair Labor Standards Act. (F.L.S.A.). The use of Compensatory Time shall be subject to prior approval of the Chief or his/her designee; however, it shall not exceed Four Hundred Eighty (480) hours for each Detective calculated at the same rate of time.
- (a) **Effects of Death, Retirement, Resignation or Discontinuance in Service.** In the event of death, retirement, resignation or other discontinuance in service of any Detective, he/she will be paid for all accumulated and unused Compensatory Time at the current hourly rate.
- (b) **Use of Compensatory Time.** Compensatory time will be granted to any Detective requesting to use his/her time that has been accumulated with no limit as to how much time the Detective would like to use. The time as requested will not be turned down unless staffing falls below minimum



requirements as set by the Chief or his/her designee. (Usually fifty percent [50%] of the Unit's strength) The Chief of County Detectives or his/her designee can allow a Detective to use compensatory time if he/she feels it will not effect the standards of the unit if there is a staffing question.

- (c) **Compensatory time buy back.** Compensatory time can be sold back to the County at 100 % of the daily rate, once per year, subject to the consent of the District Attorney and the County. This will be done by notifying the Chief, or his/her designee by written memo by November 15th, with the amount of hours the Detective would like to sell back. The County will then issue a check by December 31<sup>st</sup> of that year for the amount of hours that the Detective elected to give back to be paid at the current hourly rate and then deduct those hours from that Detectives accumulated compensatory time. This will only take place if the Detective has accumulated more then 300 hours of Compensatory time and the give back will not drop the Detective to below 300 hours of accumulated Compensatory time.

12. **Holidays/Vacation/Sick Leave.** During the term of this Agreement, the Holiday, Vacation, and Sick Leave entitlements shall be as follows:

- A. **Holidays.** It is understood between the parties that the Detectives shall enjoy the following holidays. These holidays will be observed on the day of the holiday or on the day it is observed. If the holiday falls on a Saturday, then the holiday will be observed on Friday, and if the holiday falls on a Sunday, then the holiday will be observed on Monday. These holidays are:

- 1- New Years Day
- 2- Martin Luther King Day
- 3- President's Day
- 4- Good Friday
- 5- Memorial Day
- 6- Flag Day
- 7- Independence Day
- 8- Labor Day
- 9- Columbus Day
- 10- Election Day
- 11- Veteran's Day
- 12- Thanksgiving Day
- 13- Christmas Day

**B. Vacation.** During the term of this Agreement, vacation privileges shall be as follows:

(a) **Vacation Entitlement.** Each Detective shall be entitled to vacation as based on years of service as other County employees.

(b) **Vacation Hours/Day/Week.** Vacation time can be taken in blocks of not less than four (4) hours, by day (8 hours) or by vacation week which will be forty (40) consecutive hours.

**C. Sick Leave.** Detectives shall be permitted unlimited accumulation of sick leave, earned at a rate of one (1) day per month. Accumulated sick leave days existing as of December 31, 1992, shall be carried over into this Agreement so that each Detective shall have the same number of days beginning January 1, 1993.

(a) In the event of the death of a Detective while in service to the County, the County will pay the full salary of the Detective for the balance of the pay period plus one (1) additional pay period. Payment of all accumulated sick leave up to and including sixty (60) days will be paid at 100 % of the current daily rate, and all sick days above 60 will be paid at the rate of 25% of the current daily rate. These funds will be made payable to the beneficiary of the deceased employee.

13. **Insurances.** The County agrees to provide insurance coverage to Detectives and their dependents as follows:

(a) **Hospitalization/Major Medical.** It is understood that the Commissioners will provide Detectives and their dependent families with medical insurance and hospitalization insurance which shall be the same as those provided to other County employees, each employee having a choice between Blue Cross/Blue Shield/Major Medical, or a Health Maintenance Organization (HMO) such as Aetna-U.S. Healthcare or the like.